

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS
COUNTY OF TRAVIS

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

I. Contracting Parties:

The Receiving Party: City of Austin,
Communications and Technology Management Department
1124 South IH-35, Suite 300
Austin, TX 78704
ATTN: Leslye Conoley

The Performing Party: The University of Texas at Austin ("UT"),
An institution of higher education and agency of the State of Texas.
ITS, Office of Telecommunication Service ("UT OTS")
P.O. Box 7580, Mail C3800
Austin, TX 78713-7580
ATTN: Joan Royer

II. Statement of Services to be Performed

Subject to Receiving Agency's compliance with The University of Texas System Office of Telecommunication Services ("UT-OTS") Use Policy (Appendix A attached and incorporated by reference), Performing Party shall provide Receiving Party with access to national networks, including the commodity Internet and/or the Internet2 networks (the "services"), and a port charge which is necessary to connect to the network in accordance with the UT-OTS Service Level Policy (Appendix B attached and incorporated by reference). Upon receipt of written notice by Receiving Party, Performing Party will provide Optional Services to Receiving Party in accordance with Appendix C (Appendix C attached and incorporated by reference). Such access is accomplished via Receiving Agency's connection to the UT-OTS backbone. The UT-OTS backbone interconnects all UT-OTS subscriber institutions, including Receiving Party, and acts as a conduit to the national networks.

III. Basis for Calculating Reimbursable Costs

YEAR 1

DESCRIPTION OF SERVICE	# OF UNITS OR MBPS	COST PER UNIT	MONTHLY AMOUNT	# OF MONTHS IN CONTRACT	TOTAL FOR CONTRACT
10G Port Charge <i>**Services</i>	2	\$3,583.33	\$7,166.67	12 09/01/2019- 08/31/2020	\$86,000.00
LEARN Affiliate Fee		\$316.25	\$316.25	12 09/01/2019- 08/31/2020	\$3,795.00
TOTAL AMOUNT			\$7,482.92		\$89,795.00

YEAR 2

DESCRIPTION OF SERVICE	# OF UNITS OR MBPS	COST PER UNIT	MONTHLY AMOUNT	# OF MONTHS IN CONTRACT	TOTAL FOR CONTRACT
10G Port Charge <i>**Services</i>	2	\$3,583.33	\$7,166.67	12 09/01/2020-08/31/2021	\$86,000.00
LEARN Affiliate Fee		\$316.25	\$316.25	12 09/01/2020-08/31/2021	\$3,795.00
TOTAL AMOUNT			\$7,482.92		\$89,795.00

YEAR 3

DESCRIPTION OF SERVICE	# OF UNITS OR MBPS	COST PER UNIT	MONTHLY AMOUNT	# OF MONTHS IN CONTRACT	TOTAL FOR CONTRACT
10G Port Charge <i>**Services</i>	2	\$3,583.33	\$7,166.67	12 09/01/2021-08/31/2022	\$86,000.00
LEARN Affiliate Fee		\$316.25	\$316.25	12 09/01/2021-08/31/2022	\$3,795.00
TOTAL AMOUNT			\$7,482.92		\$89,795.00

YEAR 4

DESCRIPTION OF SERVICE	# OF UNITS OR MBPS	COST PER UNIT	MONTHLY AMOUNT	# OF MONTHS IN CONTRACT	TOTAL FOR CONTRACT
10G Port Charge <i>**Services</i>	2	\$3,762.50	\$7,525.00	12 09/01/2022-08/31/2023	\$90,300.00
LEARN Affiliate Fee	1	\$332.08	\$332.08	12 09/01/2022-08/31/2023	\$3,985.00
TOTAL AMOUNT			\$7,857.08		\$94,285.00

YEAR 5

DESCRIPTION OF SERVICE	# OF UNITS OR MBPS	COST PER UNIT	MONTHLY AMOUNT	# OF MONTHS IN CONTRACT	TOTAL FOR CONTRACT
10G Port Charge <i>**Services</i>	2	\$3,762.50	\$7,525.00	12 09/01/2023-08/31/2024	\$90,300.00
LEARN Affiliate Fee	1	\$332.08	\$332.08	12 09/01/2023-08/31/2024	\$3,985.00
TOTAL AMOUNT			\$7,857.08		\$94,285.00

***Includes Unmetered Usage of Commodity Internet, Peering and Caching, Access to Cloud Exchange, OTS Customer Portal and Engineering Team Design Support.*

IV. Contract Amount

The total amount of this Contract shall not exceed \$457,955.00 (Four Hundred Fifty-Seven Thousand Nine Hundred and Fifty-Five Dollars and Zero Cents).

V. Payment of Services

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

VI. Warranties

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 65.31, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 77, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VII. Term of the Agreement

This Agreement is effective as of September 1, 2019 ("Effective Date") and shall terminate on August 31, 2024.

VIII. Termination

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon sixty (60) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period. Performing Agency may terminate this Contract without cause upon sixty (60) days' advance written notice of termination to the Receiving Agency.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

Receiving Party
City of Austin, Texas

By: [Signature]
Name: SPENCER CROWL
Title: CITY MANAGER
Date: 12/17/19

Performing Party
The University of Texas at Austin

By: [Signature]
Name: Linda Shaunessy
Title: Business Contracts Administrator
Date: 1/23/2020

Approved as to Form:

[Signature]

Assistant City Attorney

Appendix A: UT-OTS Use Policy

Network Abuse

The University of Texas System Office of Telecommunication Services ("UT-OTS") takes a direct and immediate interest in protecting the operational integrity of the network from any activity at a subscriber site which causes disruption of communications services on the UT-OTS network or elsewhere on the Internet. In order to protect the network from any such occurrence, UT-OTS subscriber organizations must be able to physically locate any given computer based on the IP address assigned to it and, upon request, remove that computer from the network or revoke the computer user's access to that and other computers, as appropriate. In any case where on-going disruption of communications services on the UT-OTS network or elsewhere on the Internet is traceable to a particular subscriber organization and such activity cannot be controlled by that subscriber, then the subscriber's connection may be shut down until the disruptive activity has ceased.

Spam

Transmission of unsolicited bulk email ("Spam") by a UT-OTS subscriber is strictly prohibited, including the maintenance by a subscriber of 'open relay' systems permitting such transmission by third parties. Additionally, a UT-OTS subscriber may not host a network service (web-based or other) that is advertised in unsolicited bulk email, even though such email originates in other networks. Repeated infractions of this Spam policy will be considered grounds for termination of service.

Resale of UT-OTS Connectivity

The resale of UT-OTS/Internet access by any subscriber is strictly prohibited.

**Appendix C:
Optional Services**

The following services are available to Receiving Party upon written request:

DESCRIPTION OF SERVICE	ANNUAL COST (1st – 3rd YEAR)	ANNUAL COST (4th & 5th YEAR)
1G Port Charge **Services	\$22,700.00	\$23,835.00
10G Port Charge **Services	\$43,000.00	\$45,150.00
100G Port Charge **Services	\$227,000.00	\$238,350.00
Private connection to Cloud Edges at Equinix (AWS, Azure, VMWare, Etc.)	Case by case basis depending on cost at the time.	
Access to DWDM Waves within the Austin Metro	Case by case basis depending on cost at the time and end points.	

****Includes Unmetered Usage of Commodity Internet, Peering and Caching, Access to Cloud Exchange, OTS Customer Portal and Engineering Team Design Support.**
